

EXHIBIT A



M Corp
Sacramento, CA 95818
USA

Date: 3/9/2023

M Corp – Offer of Employment – Brad Sheridan

Brad, it is our pleasure to offer you the position of Vice President of Data Analytics with M Corp. You will be reporting to Jim McGinn Chief Technology Officer , and your start date is scheduled for 3/27/2023.

We believe that your proven professional background fits well with M Corp's current and future growth plans. The following details will summarize the offer and terms of employment to join our company.

Your starting annual salary will be \$250,000 per year, which is paid on a semi-monthly basis. This position is a regular, full-time, exempt position, which means that you will not be eligible for overtime pay.

You will be eligible for a 30% annual end-of-year bonus subject to meeting annual goals to be mutually developed upon hire. Your job duties include but are not limited to, pursuing the mutually agreed upon strategic and performance targets.

You will be eligible for all full-time employee benefits offered by M Corp, including paid holidays, medical and voluntary health plans that will activate on the first day of your second month of employment with M Corp. A 401(k)-retirement plan is also available after your first ninety (90) days of employment.

This offer is contingent on the favorable outcome of a background check, which by acceptance of this offer you have authorized us to conduct, and your ability to verify your eligibility to work in the United States. All such testing will be conducted in accordance with applicable federal, state, and local laws.

Please provide us on your first day of employment, or earlier, the required documents to establish your identity and employment eligibility. A list of required documents will be provided upon acceptance in accordance with state and federal requirements.

As with all M Corp employees, your employment is at-will. This means that while we hope your employment will be mutually satisfying and rewarding, both you and M Corp are free to end your employment at any time, with or without notice and with or without cause. We ask that you provide a minimum of 2 weeks notice if you choose to terminate your employment at M Corp.

Conflicting Employment

Executive is not automatically prohibited from having a second job or outside business interests. However, while Executive is employed by M Corp, he is expected to devote his professional energies to M Corp and shall not engage without disclosure to and written approval from M Corp. Executive is prohibited from engaging in any other employment, occupation, consulting or other business activity that creates a conflict of interest with M Corp. M Corp assumes no responsibility for secondary employment or an outside business interest and shall not provide workers'

compensation coverage or any other benefit for injuries occurring from it.

Non-Solicitation of Employees

While Executive is employed by M Corp, and for a period of twelve (12) months immediately following the termination of his employment with M Corp for any reason, whether with or without cause, he shall not solicit, induce, recruit or encourage any of M Corp's employees to terminate their relationship with M Corp.

Waiver, Amendment, Modification

This Agreement may only be modified in a writing signed by Executive and M Corp. No oral waiver, amendment, or modification shall be effective under any circumstances whatsoever. The waiver of any term or provision of this Agreement shall not be effective unless the waiver is in writing. No waiver or consent to waiver or breach will constitute consent to or excuse of any other breach or waiver.

If you accept this position, please sign, and return on or before (insert date). Should you have any questions, please contact our Talent Acquisition Recruiter, Laura Harwood at laura.harwood@the-mcorp.com.

Thank you for your consideration. We truly look forward to having you join the M Corp Team!

Best Regards,
Thomas Beyer

Thomas Beyer • President & COO

858.585.0407

500 Capitol Mall, Ste. 2350

Sacramento, CA 95814

ThomasB@the-mcorp.com

Thomas Beyer, President & COO

_____	_____	_____
M Corp Representative and Title	Signature	Date signed

_____	_____	_____
Applicant Name	Signature	Date signed

☒ I understand that by checking this box I am consenting to electronically sign this document, and that the electronic signature created has the same legal effect as a traditional pen and ink signature.

X Joseph Bradley Sheridan

03/10/23 2:48:38 AM (UTC)

BRAD SHERIDAN

70.106.180.105